



Renville County SWCD Board of Supervisors Meeting

Sept 9, 2021, 8:00 am

Renville County Office Building
105 5th St, Olivia, MN 56277, Room 313

AGENDA

- I. Call to Order
- II. Citizen Comment Period (2 minutes per person)
- III. Consent Agenda, Aug 2021 Meeting Minutes, Bills, and Treasurer's Report
- IV. Old Business
 1. Operational items/Staff concerns
 2. 2022 Budget and Renville County Request
- V. New Business
 1. BWSR Grant agreement P22-5725, P22-5545, P23-5636, P23-5815
- VI. Personnel Committee
 1. Updated position descriptions
 2. Leave request(s)
- VII. Program Updates- All staff join the meeting 8:30am
 1. Cost Share Programs
 2. Staff Reports
 - a. Board directive increased in stream bank erosion- Kyle
 3. NRCS Report- Loren Clarke, DC
 4. Board Reports
- VIII. Other
- IX. Upcoming meetings and dates to remember
- X. Motion to adjourn

Dates to Remember

Present to County Commissioners Sept. 7, 8:45am
Area VI meeting Sept. 21st New Ulm

**Next regular Board Meeting Oct 14, 2021, 7:30 am at 1008 W.
Lincoln Ave, Olivia, MN**

Renville County SWCD Board of Supervisors Meeting

Sept 9, 2021, 8:00 am

Renville County Office Building

105 5th St, Olivia, MN 56277, Room 313

AGENDA, notes

- I. Call to Order
- II. Citizen Comment Period (2 minutes per person)
- III. Consent Agenda, Aug 2021 Meeting Minutes, Bills, and Treasurer's Report
- IV. Old Business
 - 1. Operational items/Staff concerns, no items at time of the agenda
 - 2. 2022 Budget and Renville County Request, Discussion item updated SWCD budget has been provided to the county and is attached
- V. New Business
 - 1. BWSR Grant agreement P22-5725, P22-5545, P23-5636, P23-5815, Board action needed to approve agreements.
- VI. Personnel Committee
 - 1. Updated Draft position descriptions and Personnel Committee recommendations based on handbook review. Board action needed to approve updates.
 - 2. Leave request (s). Administrator Hatlewick leave request, attached
- VII. Program Updates- All staff join the meeting 8:30am
 - 1. Cost Share Programs
 - 2. Staff Reports, see attached
 - a. Board directive increased in stream bank erosion- Kyle
 - 3. NRCS Report- Loren Clarke, DC, see attached
 - 4. Board Reports
- VIII. Other
- IX. Upcoming meetings and dates to remember
- X. Motion to adjourn

Dates to Remember

Present to County Commissioners Sept. 7, 8:45am

Area VI meeting Sept. 21st New Ulm

Next regular Board Meeting Oct 14, 2021, 7:30 am at 1008 W.

Lincoln Ave, Olivia, MN

Renville County SWCD Board of Supervisors Meeting

Aug 12, 2021, 8:00 am

Renville County Office Building
105 5th St, Olivia, MN 56277, Room 313

Minutes

- I. Call to Order 8am
- II. Citizen Comment Period (2 minutes per person)
- III. Consent Agenda, July 2021 Meeting Minutes, Bills, and Treasurer's Report **Koenig, Kelly (MSC)**
- IV. Old Business
 1. Operational items/Staff concerns, none reported
 2. 2022 Budget and Renville County Request, enclosed in Board Packet approved revised budget **Jepson, Koenig, (MSC)**
- V. New Business
 1. Renville SWCD Board Per-Diem Rate motion to raise to a max of \$125.00 per day, **Kelly, Kokesch (MSC)**
 2. SWCD Lease, draft in Board Packet, motion the Chair, can approve the lease with modifications that the SWCD needs our own thermostat and designated parking and other necessary modification based on administrators' advice **Kokesch, Koenig (MSC)**.
- VI. Personnel Committee meeting schedule for 8/12, to discuss position descriptions and handbook updates
- VII. Program Updates- All staff join the meeting 8:30am
 1. Cost Share Programs, update on cost share project from Administrator Hatlewick, no contracts or vouchers for Board Approval.
 2. Staff Reports, presented by all staff, written report in Agenda meeting packet.
 3. NRCS Report- Loren Clarke, DC, written report provided.
 4. Board Reports.
 - a. Kelly left meeting at 8:58am, unable to give a report.
 - b. Koenig went on county road tour on 7/30, with Commissioners and Renville County Engineer. Virtual Area VI officer meeting, next Area Meeting 9/21, 9am in New Ulm, should last till 2:30pm. Scott Sparlin will attend and officer election.
 - c. Jepson, Wayne Fermo, strip tilling beets Richard has been discussing with them possible meeting. Recent 55-mile bike race, the feedback was how beautiful this part of the state.
 - d. Schroeder, 1w1p meeting 8/4, renamed the group Central Minnesota River Watershed Partnership, logo under development.
 - e. Kokesch, washout by Franklin maybe have staff attend while data is being collected.
 - f. Commissioner Hamre, 8/4 1w1p meeting, wants to see a screening tool to equally divide the money. How can we keep it equitable?

- VIII. Other, no other.
- IX. Upcoming meetings and dates to remember.
- X. Motion to adjourn. 9:23am **Kokesch, Jepson (MSC).**

Dates to Remember

Aug 12-14th Renville County Fair
Aug 17th, 10:20am 2022 Appropriation request meeting

**Next regular Board Meeting Sept 9, 2021, 8:00 am at room 313,
Renville County office building**

Renville County SWCD					
Aug 2021 Treasurers report					
BWSR	July 2021	Adjustments	Income	Expenses	August 2021
MAWQCP	4,739.46				4,739.46
	0.00				
2018 Buffer Cost Share	140,486.54				140,486.54
2019 Buffer Law	1,055.24			(1,059.80)	(4.56)
2019 Conservation Delivery	7,344.12			(2,616.27)	4,727.85
2019 State Cost Share	10,278.48			(6,446.49)	3,831.99
2019 SWCD Local Capacity	0.00				0.00
2020 Buffer Law	41,462.06			(7,674.29)	33,787.77
2020 Conservation Delivery	8,750.71			(1,213.97)	7,536.74
2020 State Cost Share	10,460.00			(95.91)	10,364.09
2020 SWCD Local Capacity	79,435.36			(7,452.25)	71,983.11
2021 Buffer Law	38,700.00				38,700.00
2021 Conservation Delivery	19,501.00				19,501.00
2021 State Cost Share	10,460.00				10,460.00
2021 SWCD Local Capacity	95,312.76			(349.03)	94,963.73
TOTAL BWSR	467,985.73	0.00	0.00	(26,908.01)	441,077.72
RENVILLE					
2019 Clean Water	5,177.83				5,177.83
2020 WCA	953.46			(425.00)	528.46
2021 WCA	7,325.82			(410.24)	6,915.58
2021 Ag Inspector	10,337.67			(7,018.60)	3,319.07
TOTAL RENVILLE COUNTY	23,794.78	0.00	0.00	(7,853.84)	15,940.94
DISTRICT	439,124.28		43,852.70	(32,973.52)	450,003.46
NET INCOME DISTRICT				10,879.18	
TOTALS	930,904.79	0.00	43,852.70	(67,735.37)	907,022.12
INCLUDED IN DISTRICT ABOVE					
District: Simulator Partnership	2,872.87				2,872.87
District: Farm Fest	1,951.32			(48.37)	1,902.95

Renville Soil & Water Conservation District

F&M Bank Checking Detail

August 2021

TRANSACTION TYPE	DATE	NUM	NAME	MEMO/DESCRIPTION	DEBIT	CREDIT	BALANCE
1000 FM Bank Checking							
Beginning Balance							81,953.62
Expense	08/02/2021		Quill Corporation	Inv 17775630, 17750512, 17764808, 1753568, 17577482 & 17581296		\$187.87	81,765.75
Check	08/02/2021		JJP Property Investments LLC	Rent		\$571.07	81,194.68
Bill Payment (Check)	08/04/2021	17682	Bradley Freyholtz	Reduce tillage 2021 cost share		\$2,000.00	79,194.68
Bill Payment (Check)	08/04/2021	17686	Creative Details	Banner, Inv 24263		\$37.50	79,157.18
Bill Payment (Check)	08/04/2021	17688	USAble Life	Group 101398601G		\$20.85	79,136.33
Bill Payment (Check)	08/04/2021		Cardmember Service			\$3,130.16	76,006.17
Bill Payment (Check)	08/04/2021	17685	Colonial Life	Inv 4760336-0707291		\$346.46	75,659.71
Bill Payment (Check)	08/04/2021	17687	Farm & Home Publishers	Inv F672233, Acct #17486		\$434.00	75,225.71
Bill Payment (Check)	08/04/2021	17689	Western Print Group	Inv P02898		\$676.07	74,549.64
Bill Payment (Check)	08/04/2021	17684	Paul Marxen	Reduce tillage 2021 cost share		\$960.00	73,589.64
Bill Payment (Check)	08/04/2021	17683	Paul Marxen	Cover crop 2021 cost share		\$1,432.56	72,157.08
Check	08/06/2021		PERA	PERA		\$940.36	71,216.72
Check	08/06/2021		F & M Bank	ACH payroll transfer fee		\$7.90	71,208.82
Check	08/06/2021		F & M Bank	ACH payroll transfer fee		\$7.66	71,201.16
Expense	08/09/2021		State of MN			\$59.33	71,141.83
Check	08/11/2021		United States Treasury			\$1,583.44	69,558.39
Check	08/12/2021		MN Dept of Revenue			\$355.00	69,203.39
Check	08/13/2021		United States Treasury	Tax adjustment to 941 Q4 2020		\$265.56	68,937.83
Bill Payment (Check)	08/16/2021	17691	Ed Gaasch.	Contract 03-21, sediment basin & waterway		\$6,446.49	62,491.34
Bill Payment (Check)	08/16/2021	17695	MN PEIP	Inv #1110926		\$1,969.98	60,521.36
Bill Payment (Check)	08/16/2021	17690	Conway, Deuth & Schmiesing	Client #17930A, Inv #292104		\$479.50	60,041.86
Bill Payment (Check)	08/16/2021	17696	Olivia Machine Shop, Inc.	Acct #RCSOIL, Inv #205207		\$166.79	59,875.07
Bill Payment (Check)	08/16/2021	17694	LightBeam Internet	Inv #54961		\$99.95	59,775.12
Bill Payment (Check)	08/16/2021	17693	Jeanne Prescott	Reimburse ice purchased for 2021 Farmfest		\$4.47	59,770.65
Bill Payment (Check)	08/16/2021	17692	Estebo Frank & Munshower Ltd	Inv #48297, Easement 65-04-20-01 Ludowese		\$1,463.50	58,307.15
Expense	08/16/2021		Casey's Business MasterCard	Inv dated 07/21/21		\$216.42	58,090.73
Check	08/20/2021		F & M Bank	ACH payroll transfer fee		\$8.14	58,082.59
Check	08/20/2021		PERA	PERA		\$933.14	57,149.45
Expense	08/22/2021	15787008	Further	Inv 15787008		\$8.60	57,140.85
Expense	08/23/2021		Further	Hatlewick reimbursement		\$36.35	57,104.50
Expense	08/23/2021		State of MN			\$59.33	57,045.17
Expense	08/23/2021		Cardmember Service	Holly's Heritage Bank Visa card - Aug stmt		\$1,426.18	55,618.99
Bill Payment (Check)	08/25/2021	17698	MN PEIP	Invoice 1103900, Dated 07/10/2021		\$1,969.98	53,649.01
Bill Payment (Check)	08/25/2021	17697	MN Board of Water & Soil Resources	Kyle Richter registration 09/24/21 MWPCP exam		\$425.00	53,224.01
Check	08/25/2021		United States Treasury			\$1,756.48	51,467.53
Check	08/26/2021		MN Dept of Revenue			\$376.00	51,091.53
Deposit	08/31/2021	INTEREST		Interest Earned	\$3.79		51,095.32
Journal Entry	08/31/2021	Aug 21 Payroll		To record payroll		\$10,444.32	40,651.00
Bill Payment (Check)	08/31/2021	17699	Colonial Life	Inv 4760336-0804240		\$346.46	40,304.54
Expense	08/31/2021		Casey's Business MasterCard	Inv dated 08/22/21		\$348.46	39,956.08
Total for 1000 FM Bank Checking					\$3.79	\$42,001.33	
TOTAL					\$3.79	\$42,001.33	

Renville County Soil & Water Conservation District
2022 Proposed Budget, updated 8/24/21

Program/Category	Revenues	Expenses
Intergovernmental Revenue - County General Fund Appropriation	\$ 109,778.00	
2% cost of living request for 2022	\$ 2,195.56	
County Additional Clean Water (Soil Health cost share)	\$ 14,400.00	
County Buffer Law Aid	\$ 9,000.00	
*County Local Weed Management/Ag Inspector	\$ 14,000.00	
Intergovernmental Revenue - County WCA/LWM	\$ 8,778.00	
Intergovernmental Revenue - County NRGB/LWM Technical	\$ 2,750.00	
Intergovernmental Revenue - Local Capacity	\$ 115,373.00	
Intergovernmental Revenue - BWSR County Clean Water Match (contingent on County contribution)	\$ 14,400.00	
Intergovernmental Revenue - BWSR State Conservation Delivery	\$ 19,501.00	
Intergovernmental Revenue- BWSR Buffer Law	\$ 38,500.00	
Intergovernmental Revenue - BWSR State Cost Share Program	\$ 10,460.00	
Intergovernmental Revenue - BWSR Joint Powers Agreement (4 new)	\$ 8,000.00	
Intergovernmental Revenue - BWSR CREP Outreach 2018-2020	\$ -	
Charges for Services	\$ 2,000.00	
Miscellaneous Revenue - Interest, etc.	\$ 3,000.00	
Total Revenue	\$ 372,135.56	
District Operations - Personnel Services		
Supervisor's Compensation		\$ 15,000.00
* Employee Salary		\$ 197,642.25
Employer Contributions - payroll taxes		\$ 14,930.70
Employer Contributions - PERA		\$ 11,729.02
Employer Contributions - HCSP		\$ 8,294.28
Colonial Life		\$ 5,938.62
Other (includes Flexible Spending Account)		\$ 310.00
Retirement Expenses (AL payout & HCSP Contribution)		\$ -
Employee Insurance		\$ 23,639.76
Total-Personnel Services		\$ 277,484.63
District Operations - Other Services		
Supervisor's Expenses		\$ 2,077.50
Employee Expenses		\$ 3,072.74
Office Maintenance, Computer and IT hardware		\$ 5,000.00
Professional Services** (annual Audit)		\$ 5,000.00
Professional accounting services		\$ 14,648.00
Fees & Dues		\$ 2,800.00
Vehicle Maintenance		\$ 4,000.00
Education & Promotion		\$ 2,237.31
Insurance		\$ 10,421.00
Rent		\$ 20,239.92
Computer Services (\$2,600 county IT fee)		\$ 4,877.72
RIM Reimbursable Expenses		\$ -
Total - Other Services		\$ 74,374.19
Misc. - Other Services & Charges		\$ -
District Operations - Office Supplies		\$ 3,260.00
District Operations - Capitol Outlay		\$ -
Project Expenses - District		\$ 10,873.59
Project Expenses - State Cost Share Program		
Technical Services Area Match		\$ 6,143.15
Total Expenses		\$ 372,135.56
*Ag inspector budget/request might be higher depending on work plan activities		

**FY 2022 & FY2023 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
SWCD PROGRAMS & OPERATIONS GRANT AGREEMENT**

Vendor:	0000202418
PO#:	3000013738

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Renville SWCD, 1008 West Lincoln Street Olivia Minnesota 56277** (Grantee).

<i>This grant is for the following Grant Programs :</i>		
P22-5545	2022 - Conservation Delivery (Renville SWCD)	\$19,501
P23-5635	2023 - Conservation Delivery (Renville SWCD)	\$19,501
P22-5725	2022 - State Cost-Share Fund (Renville SWCD)	\$10,460
P23-5815	2023 - State Cost-Share Fund (Renville SWCD)	\$10,460

Total Grant Awarded: \$59,922

Recitals

1. This Grant Agreement is for the FY 2022 and 2023 Conservation Delivery and State Cost-Share grants.
2. The Laws of Minnesota 2021, 1st Special Session, Chapter 6, Article 1, Section 4(b), appropriated funds to the Board for the FY 2022 and 2023 SWCD Conservation Delivery Grants.
3. The Laws of Minnesota 2021, 1st Special Session, Chapter 6, Article 1, Section 4(d)(2), appropriated funds to the Board for the FY 2022 and 2023 State Cost-Share Grants.
4. The Board adopted Board Order #21-18 to authorize and allocate funds for the FY 2022 and 2023 SWCD Programs & Operations Grants (Conservation Delivery and State Cost-Share).
5. The Grantee represents that it is duly qualified to receive these grants and agrees to perform all services described in this grant agreement to the satisfaction of the Board.
6. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant agreement.

Authorized Representative

The State’s Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:

TITLE: SWCD Administrator
ADDRESS: 1008 W. Lincoln Ave
CITY: Olivia, MN 56277
TELEPHONE NUMBER: 320-523-1559

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantees must immediately notify the Board.

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
 - 1.2. **Expiration date:** December 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever comes first.
 - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will abide by the *Erosion Control and Water Management Program Policy* for the State Cost Share Grant and the *SWCD Conservation Delivery and Capacity Grants Policy* for the Conservation Delivery Grant.
- 2.2. **State Cost Share Work Plan:** The Grantee shall submit a work plan for their annual grant request for the State Cost Share Grant as required under Minn. Stat. § 103C.501.
- 2.3. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.3.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.3.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
 - 2.3.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2025, or within 30 days of expenditure of all grant funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. All FY 2022 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2023 grant funds will be distributed as soon as is practicable, after the start of fiscal year 2023. **FY 2023 grant funds may not be spent before they are received.**
- 4.2. All costs must be incurred within the grant period.
- 4.3. Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, policies, ordinances, rules, and regulations. All Grantees must follow the Grants Administration manual policy, procedure, guidance and the *Erosion Control and Water Management Policy for the State Cost-Share grant and the SWCD Conservation Delivery and Capacity Grant Policy* for the Conservation Delivery grant. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, state or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
- 6.4. **Grant Contract Agreement Complete.** This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

7. Liability.

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. State Audits.

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. Publicity and Endorsement.

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination.

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. The Board may immediately terminate this grant contract if the Board finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers

may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with the requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State’s request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Renville SWCD

Board of Water and Soil Resources

By: _____

By: _____

(print)

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

Leave Request Form		
Employee Name	Holly Hatlewick	
Type of Absence Requested (Please check the relevant category)		
<input checked="" type="checkbox"/> PTO <input type="checkbox"/> Bereavement <input type="checkbox"/> Pregnancy/Parental <input type="checkbox"/> Others – Please Specify : _____		
Dates of Absence: Hours:	From: <u>Dec 9, 2021</u> To: <u>Dec 14, 2021</u>	Total Days: <u>4</u> Total Hours: <u>32</u>
Reason for Absence: Vacation		
PTO request		
<i>You must seek prior Board approval for all leaves, other than sick leave, when possible.</i>		
<i>Holly Hatlewick</i>		8/24/21
Employee's Signature		Date :
SWCD Board Approval		
<input type="checkbox"/> Approved <input type="checkbox"/> Rejected		
Comments:		
Board Supervisor Signature		Date:

Renville County SWCD Staff Reports

Sep. 2021

Holly Hatlewick

1W1P

- Plan review CMWP and revisions.
- CMWP Policy Committee meeting prep.

- BWSR funded South Fork Crow 1W1P, Renville SWCD/Kyle Richter will be a co-lead with McLeod for plan development. Had initial discussion with McLeod on this strategy. Administrator Hatlewick will serve as the alternate during this plan development.

Other

- MARL, several Peer Circle virtual meetings and Nov. DC trip planning
- Revised 2022 SWCD budget and County Appropriation request, resubmitted to county
- Personnel Committee meeting, evaluating SWCD handbook and position descriptions
- Forwarded Area VI meeting Material, per Mark Schnobrichs request
- Worked with three new customers on Cover Crops Cost Share and Soil health practices
- Outreach activities: Renville County Fair, Winter SWCD Soil Health meeting discussions, MSHC School will present on 9/10, Farm Fest Committee meeting to recap and plan 2022
- SWCD office remodel wrap-up, moving logistics
- Assisting Kyle with CREP/RIM staking and Amberg restoration examination

Ethan Dahl

Buffer Law

- Submitting 3 new non-compliant buffer parcels over to the county to begin corrective actions

Agricultural Inspector

- Working with the townships on the MDA grant for the wild parsnip
- Noxious weed reports and checks for Flora 20, Boon Lake 4/5/6, Henryville 26, Norfolk 17/20, Preston Lake 12, Brookfield 34, Hector 25
- Pushing against the DNR for not managing their WMA's.
- Emerald ash borer webinar

MAWQCP

- Work on extra endorsements with Benny's Meat's for 2 new certifications
- Work on Thomas Lorang's Certification

Other

- Minnow races at the fair
- Pollinator and Seed mix training in Glencoe
- Soil Health Academy
- MNC3 Trainings
- Ag Learn Trainings
- Conservation Planning Field Course and Group Presentation
- County Messenger article writeup
- Outstanding Conservationist writeup

Kyle Richter

CREP:

- Working on Wetland acres for Amberg easement
- Runke Construction has began, tile problems came up but are being fixed

- Weis construction began, taking supervisor role on this job

RIM

- Designed and got approval for 3 haying plans
- Schmieg food plots have been planted and established, will be working on developing a tree plan this winter

Wetland Bank:

- Virtual review of the Nacker Hallow Site to go over prospectus

WCA:

- Completed 2 Notice of Decisions for solar gardens
- 6 delineation requests completed for tiling projects
- Delineation training this month

1W1P:

- Hawk Creek Middle Minnesota helping Holly as needed
- South Fork of Crow 1W1P was funded. Taking on a leadership role with this plan. Meetings will start soon

CD59:

- Met with Shaun Luker, Seth Sparks and Holly to develop a plan to receive clean water funds for the CD59 system

**Soil and Water Conservation District Board Meeting
September 2021
NRCS District Conservationist Report**

EQIP

- Working on wrapping up 2021 contract obligation and managing active contracts.
- Brown, Redwood and Renville County currently have 47 active EQIP contracts.

CSP

- Evaluation and ranking of 2022 CSP Renewals is delayed until October or later as our evaluation tool is being updated. Brown County has 0 renewal applications. Redwood County has 10 renewal applications. Renville County has 13 renewal applications.
- Brown, Redwood and Renville County currently have 83 active CSP contracts.

CRP

- We are working on writing CRP plans for continuous and general sign-ups.
- Brown had 0 general offers accepted. Redwood had 4 out of 5 general offers accepted. Renville submitted 0 general offers.

MASWCD is a nonprofit organization providing leadership, educational opportunities, and a common voice for Minnesota's soil and water conservation districts

Director: Mark Schnobrich, McLeod SWCD, arborcon@hutchtel.net

Co-Director: Bob Nielsen, Sibley SWCD bob.nielsen@ufcmn.com

Secretary/Treasurer: Mark Koenig, Renville SWCD kingcat80656@live.com

MASWCD Area VI Meeting

September 21, 2021;

Location: [Turner Hall](#), 201 South State Street, New Ulm, Minnesota

MASWCD South Central Area Director – Mark Schnobrich

9:00 – 9:30 am Pre- Registration – an opportunity to network with SWCDs and partners

9:30 am Business Meeting Items:

- **Call to order and Pledge of Allegiance** - Mark Schnobrich, MASWCD Area VI Director
- **Approval of Agenda** - Mark Schnobrich, MASWCD Area VI Director
- **Approval of Minutes** - Mark Koenig, MASWCD Area VI Secretary/Treasurer
- **Farm Fest 2022 Donation** – Holly Hatlewick, Renville District Manager
- **Approval of 2022 Propose Budget** - Mark Koenig, MASWCD Area VI Secretary/Treasurer
- **Election of Officers including: Area Director, Co-Director and Secretary/Treasurer**

10:05 am (tentative)

MASWCD Legislative Update and District Capacity: LeAnn Buck, MASWCD Executive Director will provide an overview of the Association's legislative platform and outcomes for the 2021 legislative session.

10:35 am – 12:30

Water Storage Planning, Policy, Technical Assistance and Future Strategies for South Central Minnesota SWCDs

Climate variability and altered hydrology impact the flow regime at all scales, ranging from on-the-field to large watersheds. Thru our State’s comprehensive watershed management planning and implementation framework, local watersheds are quantifying the impacts of altered hydrology on flow, water quality, and stream stability and setting both short term and long-term goals for upland water storage and treatment.

In June, legislation was passed that creates a new Water Quality and Storage Program. This is a new initiative that provides financial assistance to local governments to control water volume and flow rates in an effort to mitigate climate change impacts. Funded practices may include retention structures and basins, acquisition of flowage rights, soil and substrate infiltration, and the creation, restoration or enhancement of wetlands, channels and floodplains. The policy language that creates this new program requires BWSR to give priority to projects in the Minnesota River Basin and Lower Mississippi River Basin.

An overview of technical findings, SWCD technical assistance efforts and a review of new statutory changes to address water storage will be provided. Speakers include:

- **Wayne Cords, MPCA Regional Watershed Manager**
- **Mike Schulz, LeSueur SWCD District Manager**
- **Mark Schaetzke, Waseca SWCD District Manager**
- **Dave Weirens, BWSR Assistant Director of Program and Policies**
- **Rita Weaver, BWSR Chief Engineer Rita Weaver**

***** Coalition for a Clean Minnesota River - Scott Sparlin Executive Director.** The coalition provides coordination and advocacy work to address water quality in the Minnesota River Basin. An update will be provided on their work related to water storage.

District Water Storage Break Out Session... SWCD Supervisors, Staff and Partners

Following the panel discussions, small break-out sessions will be convened for Area VI SWCDs resource professionals, board members and partners to share insight and feedback on water storage efforts and future needs in the region. This will include providing input to BWSR on the new water quality storage program.

12:30 pm – 1:15 pm (Tentative) **LUNCH**

***** NRCS Report** - Jonathan Matz, NRCS Assistant State Conservationist Field Operations. NRCS will provide an update on Farm Bill conservation programs. Also, information will be provided related to technical designs standards (and/or landscape designs) for mid to small range practices that address water storage.

***** BWSR Report** - Ed Lenz, BWSR Southern Regional Manager

Learning from Each Other; Serving the Public Post Pandemic; What is the “new normal” for our conservation work following a pandemic? South Central Area VI SWCDs will be asked to share their insight working with customers, managing operations and public meetings, technology and public outreach.

2:30 pm????) Adjournment

Upcoming Meetings:

MASWCD Annual Convention December 12 – 14, 2021 DoubleTree Hotel Bloomington - Minneapolis South, Bloomington, MN